

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
BALTIMORE

IN RE:

ROBERT E. DAY, JR.
Debtor

Case No. 13-30487-NVA
(Chapter 7)

BANK OF AMERICA, N.A.
MAIL STOP TX2-982-03-03
7105 CORPORATE DRIVE
PLANO, TX 75024
Movant

v.

ROBERT E. DAY, JR.
6012 CLOUDLAND COURT
COLUMBIA, MD 21044
(Debtor)

and

LORI S. SIMPSON, TRUSTEE
LAW OFFICE OF LORI SIMPSON, LLC
1400 S. CHARLES STREET, 3RD FLOOR
BALTIMORE, MD 21230
(Trustee)
Respondents

MOTION FOR RELIEF FROM AUTOMATIC STAY
(REAL PROPERTY)

Bank of America, N.A. (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay with respect to certain real property of the Debtor having an address of 6012 Cloudland Court, Columbia, MD 21044 (the “Property”), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtor on December 5, 2013.

2. The Debtor and Kim Michelle Sterrett Day ("Obligors") have executed and delivered or are otherwise obligated with respect to that certain promissory note in the original principal amount of \$190,968.00, (the "Note"). A copy of the Note is attached hereto as Exhibit A.

3. Pursuant to that certain Deed of the Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Obligors under and with respect to the Note and the Deed of Trust are secured by the Property. The lien created by the Deed of Trust was perfected by recording of the Deed of Trust in the office of Howard County Land Records. A copy of the recorded Deed of Trust is attached hereto as Exhibit B.

4. All rights and remedies under the Deed of Trust have been assigned to the Movant pursuant to that certain Assignment of Deed of Trust, a copy of which is attached hereto as Exhibit C.

5. As of November 28, 2014, the estimated outstanding Obligations are:

Unpaid Principal Balance	\$133,108.52
Unpaid, Accrued Interest	\$8,463.35
Uncollected Late Charges	\$127.34
Mortgage Insurance Premiums	\$0.00
Taxes and Insurance Payments on behalf of Debtor	\$8,245.61
Other Costs	\$275.00
Less: Partial Payments	(\$0.00)
Minimum Outstanding Obligations	\$150,219.82

6. The foregoing Other Costs consist of the following:

Prepetition or Postpetition	Fee Description	Amount
Post Petition	BK-Proof of Claim	\$275.00

7. The following chart sets forth the number and amount of payments due pursuant to the terms of the Note that have been missed by the Debtor as of November 28, 2014:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Amounts Delinquent
11	10/01/2013	08/01/2014	\$1,273.53	\$14,008.83
3	09/01/2014	11/01/2014	\$2,875.00	\$8,625.00
Less partial payments:				(0.00)

Total: \$22,633.83

8. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$550.00 in legal fees and \$176.00 in legal costs.

9. The estimated market value of the Property is \$210,100.00. The basis for such valuation is Debtor's Schedule A.

10. Based upon the Schedules of the Debtor and the amount of the Obligations described herein, the aggregate amount of encumbrances on the Property is \$235,823.22.

11. Cause exists for relief from the automatic stay for the following reasons:

(a) Movant's interest in the Property is not adequately protected.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by law, the Note, the Deed of Trust, and applicable law, including but not limited allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
4. For such other relief as the Court deems proper.

Respectfully,

/s/ Hugh J. Green

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CERTIFICATION OF SERVICE

I HEREBY CERTIFY that copies of the foregoing Motion for Relief from Automatic Stay were mailed by first class mail, postage-paid, or served electronically this 31st day of December, 2014 to the following parties:

Robert E. Day, Jr.
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Columbia, MD 21044
Debtor

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Hunt Valley, MD 21031

Lori S. Simpson, Trustee
Law Office of Lori Simpson, LLC
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/s/ Hugh J. Green
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